

CITY OF NEWTON
PURCHASING DEPARTMENT

CONTRACT FOR PUBLIC WORKS

PROJECT MANUAL:
SNOW PLOWING – 6 SET ROUTES
(NONANTUM)

REQUEST FOR QUOTE #09-20

AUGUST 2008
David B. Cohen, Mayor

**CITY OF NEWTON
PURCHASING DEPARTMENT
REQUEST FOR QUOTE #09-20**

The City of Newton invites sealed Quotes from Contractors for

**Snow Plowing of 6 Set Routes
(Nonantum)**

Bids will be received until: **10:30 a.m., August 28, 2008**

at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459.

Immediately following the deadline for Quotes all Quotes received within the time specified will be publicly opened and read aloud.

Contract Documents will be available online at the City's website: www.ci.newton.ma.us/bids or for pickup at the Purchasing Department, Room 204, after: **10:00 a.m., August 14, 2008**. There will be no charge for contract documents.

The City offers a minimum annual guarantee of \$19,000.

The award(s) will be for a term of one (1) snow season, the term shall extend from day of contract execution through June 30, 2009. In addition, the City shall have the option to extend the contract for two successive snow seasons, at the prices stated in the Contractor's Quote. The exercise of each option shall be at the sole discretion of the City. In order to exercise its options the City will notify the Contractor no later than August 1st.

Surety is not required with this Quote. **Quotes must be submitted with one original and one copy**

The awarded contractor will be required to furnish a Performance Bond in the amount of 100% of the contract total.

Some City of Newton bids are available on the City's web site, www.ci.newton.ma.us, Invitation for Bid. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda's will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing dept. (617) 796-1227 or email purchasing@newtonma.gov with your NAME, ADDRESS, PHONE, FAX AND INVITATION TO BID NUMBER. Any questions regarding this bid must be submitted in writing and faxed to the Chief Procurement Officer (617) 796-1227.

Municipalities in Massachusetts are not required by law to carry out public bidding for contracts for snowplow services. Interested vendors should take note that the provisions of the bidding laws DO NOT APPLY to this Quote. In order to obtain the service with the highest value, the City of Newton has voluntarily undertaken this competitive Quote. The City also reserves the right to engage in negotiations with contractors after the Quotes are opened.

The City of Newton will be the sole judge of whether or not a Quote meets the criteria of this Open Solicitation, and its decision shall be final. The City of Newton will be the sole judge of whether or not a particular quotation has the highest value for the City of Newton compared to other quotation based on the selection criteria, and its decision shall be final.

CITY OF NEWTON

Re Cappoli
Chief Procurement Officer

August 14, 2008

CITY OF NEWTON
DEPARTMENT OF PURCHASING
QUOTE FORM #09-20

- A.** The undersigned proposes to furnish all labor and materials required in accordance with the Contract Documents supplied by the City of Newton entitled:

Snow Plowing of 6 Set Routes – Nonantum

for the contract price specified below, subject to additions and deduction according to the terms of the specifications.

- B.** This quote includes addenda number(s) _____, _____, _____, _____,

- C.** The proposed contract price is:

Schedule A – Year One \$ _____

Schedule A – Year Two \$ _____

Schedule A – Year Three \$ _____

Company: _____

- D.** The undersigned has completed and submits herewith the following documents:

- ☐ Quote Form
- ☐ Price Quote Schedules A – Year 1, 2, & 3 (3 pages)
- ☐ Proposers Qualification Form and References;
- ☐ Appendix C - Bid for Hourly Plowing Services

- E.** The undersigned agrees that, if selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this Quote and furnish a performance bond and also a labor and materials or payment, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the City of Newton and each in the sum not less than 100% of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned further certifies under the penalties of perjury that this Quote is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

(Name of Proposer)

BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

(Telephone)

/ _____
(FAX)

(E-mail Address)

NOTE: If the proposer is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

**CITY OF NEWTON
DEPARTMENT OF PUBLIC WORKS**

**SNOW PLOWING SERVICES
2008-2009 Season**

QUOTE REQUIREMENTS

Instructions to Bidders

1. This package constitutes the Quote in which your proposal is to be entered. This Quote must be submitted in a sealed envelope.
 2. Be sure to provide all the information required.
 3. Be sure to sign the Quote.
 4. You must provide price quotes for each item and for each of the contract years (2008 through 2011). Bid prices must be written in both words and figures. All entries in the Quote must be clear and in ink. You should insert computed totals in the spaces provided for totals.
 5. Bids will be received until **10:30 a.m., August 28, 2008** at the Purchasing Department, Room 204, Newton City Hall. Newton, MA 02459. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.
6. **Contracts for snowplow services are exempt from the provisions of Massachusetts's law regarding municipal bidding. The City of Newton has chosen to undertake this procurement on an open and competitive basis. Interested contractors should take notice that the right is reserved to reject any and all offers and to make award as may be determined to be in the best interest of the City of Newton. The City also reserves the right to engage in negotiations with contractors after the Quotes are offered. Any contract made will be subject to appropriations and grants to meet payment hereunder.**

**DEPARTMENT OF PUBLIC WORKS
SNOW SPECIFICATIONS
2008 - 2009**

1. General

1.1 The City of Newton intends to enter into a contract with a competent and responsive CONTRACTOR to perform snow plowing on several of the City of Newton's streets in the manner described herein.

1.2 The CONTRACTOR must supply sufficient trucks and plows to clear, in a timely manner, each route that is awarded. At a minimum, this equates to 1.5 pieces of equipment per route as awarded. The allowable pieces of equipment that qualify as listed in section 8. All equipment intended for use in snow plowing City streets will be required to pass an inspection administered by the City.

1.3 The specific streets for each route is listed in Appendix A and shown on the maps included in this scope of work. The CONTRACTOR must supply sufficient equipment to cover and clear each route.

1.4 The City reserves the right to treat each route independently and to give special attention to one or more routes at any given time.

1.5 In consideration of the need to reserve equipment, the City will guarantee a minimum payment of \$19,000 for the attached Schedule depicting the routes for this contract in each snow season, provided that the contractor performs the services of this contract to the satisfaction of the city.

2. Term of Contract

2.1 The award(s) for the 2008 - 2009 snow season will extend from day of contract execution through June 30, 2009. In addition, the City shall have the option, at its sole discretion, to extend the contract for two additional one year terms, at the prices stated in the Contractor's quote. In order to exercise its option the City will notify the CONTRACTOR no later than August 1st of each year.

3. Basis of Award

3.1 The award will be given to the best-qualified CONTRACTOR. The City intends to award based on the quote that best meet the needs of the City.

3.2 The best-qualified CONTRACTOR will be judged on previous experience, type and amount of equipment available; and the 3-year offer that best fits the financial goals of the City of Newton.

3.3 The City through the Commissioner of Public Works may award a contract after review with those offering the most competitive quote.

3.4 The City expects to complete its award within 30 days of receipts of bids.

4. Rejection of Quote and Limit of Award

4.1 Proper snow plowing is important to public safety and welfare. Therefore, the City reserves the right, at its sole discretion, to reject any, or all, quotes as it may determine to be in the best interest of the City. The CONTRACTOR acknowledges that the burden of proof rests with the CONTRACTOR to show that the CONTRACTOR can meet the requirements of this contract.

4.2 The City may reject an RFQ from any bidder who:

- A. Has a history of failing to provide timely, quality, and complete service on snow plowing, or other contracts with the City of Newton or with any other municipality or agency;
- B. Proposes the use of equipment which the city considers to be substandard, or proposes to use a subcontractor, with a history of failing to meet the City's request for service, or to perform in a satisfactory manner on snow plowing, or other contracts.

5. Responsibilities of the CONTRACTOR

- 5.1 The CONTRACTOR shall provide sufficient vehicles, equipment and operators to plow City streets in a timely manner. The City sets forth the following responsibilities, which the CONTRACTOR accepts as conditions of this contract. The list provided below is not intended to be all-inclusive.
- 5.2 The CONTRACTOR accepts responsibility to do the following in accordance with this scope of work and Instructions from the Commissioner of Public Works:
 - 5.2.1 Completely familiarize himself with the quote documents;
 - 5.2.2 Completely familiarize himself with the plow routes in Appendix A;
 - 5.2.3 Submit a properly completed quote, which includes submitting specified bid security;
 - 5.2.4 Submit evidence at the time of quote, satisfactory to the City, that the proposer can fulfill the requirements of the contract. Such evidence must include, but need not be limited to:
 - A. Size and condition of CONTRACTOR's facilities;
 - B. A proposed equipment schedule for completing snow plowing of the routes listed in Appendix A
 - C. A list of municipalities, or other agencies, for which the CONTRACTOR has performed work of similar scope to this scope of work. The list shall include the names and telephone numbers of individuals in each municipality, or agency, who the City may contact to verify the CONTRACTOR's performance.
 - 5.2.5 Upon award, the following must be supplied within 14 business days of bid opening:
 - A. A valid proof of ownership, or lease, for each vehicle. Valid proof of ownership, or leasehold interest in one of the following:
 - 1. A Certificate of Title, or;
 - 2. A current state vehicle registration.
 - B. Submit certificates of insurance as stated elsewhere in this contract document.
 - C. A plan assigning specific vehicles to each of the routes for which a contract is awarded.
- 5.3 Responsibility for Vehicle Inspections:
 - 5.3.1 The CONTRACTOR accepts full responsibility to provide each vehicle, plow and piece of equipment to the City for inspection at the City's Crafts Street Garage. The inspection will occur during a period designated by the City. Tentative plans are for this to occur between September 15 and November 1 of each year of the contract.

- 5.3.2 The CONTRACTOR must schedule the inspections through the City's Superintendent of Equipment, either in writing or by calling 617-796-1480. The Crafts Street Garage will be open from 8:00 a.m. through 2:30 p.m., Monday through Friday. Failure to schedule an inspection shall be deemed to be solely the fault of the CONTRACTOR.
- 5.3.3 Vehicles, plows and equipment, at the time of inspection and during all snow plowing operations, must fully meet all conditions set forth in this contract. If a vehicle, plow, or piece of equipment does not pass inspection, the CONTRACTOR may modify it and request a re-inspection, or supply another vehicle, plow, or piece of equipment, after submitting written notification of the substitution to the Commissioner of Public Works and receiving his/her authorization to make a substitution. The City will inspect substitute vehicles, plows, or equipment. The CONTRACTOR will not be provided a third opportunity for a vehicle, plow or piece of equipment to pass an inspection.
- 5.4 Responsibilities for Vehicles, Plows, Equipment and Operators.
- 5.4.1 The CONTRACTOR must provide and properly maintain, in good working condition, the vehicles, plows and equipment for the entire contract term. They must meet all conditions set forth in this contract. Vehicles, equipment and operators must meet all Commonwealth of Massachusetts licensing, registration, and safety and emissions requirements. The CONTRACTOR must, at any time upon the request of the City, provide proof of operator licensing and motor vehicle registration.
- 5.4.2 The CONTRACTOR must provide fully qualified, licensed and responsible operators for each vehicle and piece of equipment. The CONTRACTOR must supply a list of the names of the operators for each vehicle, or piece of equipment, to the City Director of Highway Operation not later than October 15 of each year of the contract and every time that there is a change in the list of operators.
- 5.5 Responsibilities during Snow Season.

Between October 15 and May 1 of each year of the contract, the CONTRACTOR shall:

- 5.5.1 Maintain a system whereby the City can contact the contractor at a specified telephone number for 24 hours, 7 days a week inclusive of holidays. During snow emergencies, the contractor will provide the City Snow Inspector with a 2-way portable radio, cellular or similar device, unless the CONTRACTORS communication system is compatible with the city's to allow for back and forth communication, then the numbers and/or codes only are acceptable. This will be used to provide direct contact between the contractor's supervisor and City Snow Inspectors. Failure of the City to reach the contractor at the specified telephone number shall not relieve the contractor of the responsibility to start plowing at the designated time.
- 5.5.2 Be prepared to start plowing each route at the times designated by the City. Failure to start at the specified time shall be cause for the City to have that route plowed with other equipment and for the CONTRACTOR to be liable for damages to the City;
- 5.5.3 Notify the City if any equipment is out of service. Equipment must be returned to service as soon as possible. The City, at the expense of the CONTRACTOR, may make alternate plans to have the snow removed from a route until the CONTRACTOR notifies the Control Center (617-796-1000) that the equipment is back in service.
- 5.6 Responsibilities during a Snow Plowing Operation.
- 5.6.1 Once the City has called a snow plowing operation, the CONTRACTOR shall:

- A. Arrive at the designated meeting point at the designated time, no later than 2 hours from time of notice; the designated meeting place will be identified at the pre-season coordination meeting to be held on or about October 13, 2008 at a place to be determined;
- B. Arrive with vehicles, plows and equipment in good working condition, prepared to plow, loaded with appropriate ballast and having chains available for use if needed (as determined by the Commissioner of Public Works, or his Designee);
- C. Provide at least one competent supervisor with a vehicle for every six routes. The Supervisor(s) shall be in addition to equipment operators and coordinate the CONTRACTOR's snow plowing operations with the City Snow Inspector(s);
- D. Wait until contacted by the City Snow Inspector(s) before beginning snow- plowing operations. If the City Snow Inspector has not arrived within 15 minutes of the designated start time, the CONTRACTOR shall notify the Control Center at 617-796-1000 that the equipment is on scene and is ready to begin snowplowing operations. Only if authorized by the Control Center may the CONTRACTOR begin snowplowing operations without having first been contacted by the City Snow Inspector(s);
- F. Obtain authorization to proceed, either by meeting the City Snow Inspector(s), or by contacting the Control Center in the circumstances described above. Failure to obtain authorization to proceed will cause the City to assume that the CONTRACTOR's equipment did not show up, which may make the contractor subject to late start damages.
- G. Plow the routes in the designated sequence as shown on the route maps in Appendix A, or as may be agreed to in advance by the CONTRACTOR and the Commissioner of Public Works, or his designee. Failure to plow in the designated sequence, and consequent inability of the City Snow Inspector(s) to easily find the CONTRACTOR's equipment, may cause the City to assume that the CONTRACTOR did not perform snow plowing operations according to the standards set forth in Section 9 and make the contractor subject to liquidated damages set forth in Section 11.
- H. Plow to the standards set forth in Section 9;
- I. Complete snowplowing within the time specified by the Commissioner of Public Works, or his designee, after each snowfall. Prior to leaving their routes, the CONTRACTOR's Supervisor(s) must meet with the City Snow Inspector(s) and receive a sign off. If a City Snow Inspector is not available, the CONTRACTOR's Supervisor(s) must notify the Control Center that the route has been completed. The City will make every effort to have a City Snow Inspector arrive at a sign off location within thirty (30) minutes. If the City Snow Inspector has not met with the CONTRACTOR's Supervisor within forty-five (45) minutes of the call to the Control Center, the CONTRACTOR's Supervisor should inform the Control Center. The CONTRACTOR's vehicles, equipment and operators will then be released. Except in the case of being released by the Control Center, failure to obtain a sign off by a City Snow Inspector may lead to forfeiture of payment.
- 5.6.2 In the event that the CONTRACTOR's equipment fails during a plowing operation, the CONTRACTOR, or his representative, must notify the City Snow Inspector for that route immediately and have the route covered with other equipment. If the CONTRACTOR does not cover the route with other equipment within sixty (60) minutes, the City, at the CONTRACTOR's expense, may take over completion of the route(s) or charge the CONTRACTOR liquidated damages as set forth in Section 11.
- 5.6.3 A route will not be considered by the City to be satisfactorily completed unless it meets the standards set forth in the contract, as witnessed and acknowledged by a City Snow Inspector at the sign off.

5.6.4 If, after the Commissioner of Public Works has determined that the CONTRACTOR has successfully and satisfactorily completed the plowing operation and approves sign-off, the City determines that additional plowing is needed due to melting or snow being returned to the street which impedes vehicular traffic or safety, the CONTRACTOR shall return with the appropriate operators and equipment to perform this work. The work will meet the conditions set forth in the contract. The CONTRACTOR will be paid for this work at the bid price established for a "call back".

5.6.5. Upon request by the CONTRACTOR, and approval by the City, the CONTRACTOR shall be paid for a period of time known as Stand By.

Stand By is defined as:

A. The period of time by which the time of commencement of plowing operations exceeds one (1) hour from the time of notice of plowing start time and when a piece of equipment has been signed in by the City Snow Inspector. For example: The City notifies CONTRACTOR at 9:00 a.m. that a plowing event will occur and mobilization must be completed no later than 11:00 a.m. The equipment is signed in by the City Snow Inspector at 11 a.m. Due to changes in the expected path of the storm, plowing operations are delayed by 3 hours, and do not commence until 2:00 pm. Under this example, the CONTRACTOR may request 2 hours of Stand By payment from the City;

or

B. The period of time as authorized by the Commissioner of Public Works, for a rest break as follows: due to the long duration of a storm and considering public safety and the needs of the plowing operations, the Commissioner of Public Works may determine that, in order to continue plowing operations, a rest break is necessary for the CONTRACTOR. The Commissioner of Public Works may then order a rest break of up to 4 hours, under the control and supervision of the City. The CONTRACTOR may request Stand By payment from the City for the period of time of the rest break, provided the equipment operator is returned to plowing operations for at least an additional 8 hours of work;

or

C. The period of time, as authorized by the Commissioner of Public Works, between the time when the plowing operations are essentially complete until the time of release. Such period may occur when the storm event is split in phases such that plowing operations of the prescribed routes are complete or essentially complete, but additional snowfall is determined by the Commissioner of Public Works, to be imminent. Equipment shall be maintained on site until plowing operations are resumed or the CONTRACTOR is released by the Commissioner of Public Works. The CONTRACTOR may request Stand By payment for that period of time, in excess of one (1) hour, for the period of time when the Commissioner of Public Works has determined plowing operations are either no longer needed and the CONTRACTOR is released or when plowing operations are resumed.

D. The Stand By payment rate shall be \$40.00 per hour per staffed piece of equipment and is in addition to the payment to be invoiced the City based on the contract snowfall amount.

5.7 Responsibilities to Receive Payment.

5.7.1 To receive payment for a snowplow operation, the CONTRACTOR must submit all completed forms to the City of Newton.

5.7.2 The City will not pay for any work that has not been authorized by the appropriate City officials and signed off as complete by a City Snow Inspector or the Control Center.

5.7.3 Retainage in the amount of 10% will be held back from each amount approved for payment. All retainage will be paid by May 15 each year, provided that all contract requirements have been satisfied.

- 5.7.4 50% of the minimum payment guarantee will be payable each January 31, in the event that a greater amount of work performed has not been paid by that date. The second payment will be paid no later than May 15 of the contract year if work has not exceeded the minimum guarantee.
- 5.7.5 The minimum payment guarantee does not represent an amount to be paid in addition to payment for work actually performed. Any minimum payment guarantee paid will be deducted from payments due for snow plow work performed. The minimum payment guarantee will be reduced by an appropriate amount if the CONTRACTOR fails to plow as required, or fails to repair damages.
- 5.7.6 The Commissioner of Public Works, will base payments first on snowfall as measured by the official reported measurement of a commissioned weather service. In the event that such a measurement is not available for the storm in question, a measurement in the vicinity of City Hall will be taken and used for invoicing purposes.
- 5.7.7 If the contract is terminated prior to payment of any portion of the minimum payment guarantee, the City reserves the right to cancel the minimum payment guarantee.
- 5.8 Responsibilities for Damages.
- 5.8.1 The CONTRACTOR is liable for damages including, but not limited to, damages to sod, shrubbery, trees, and structures that result from his operations. The CONTRACTOR shall repair all damages prior to May 1 each year.
- 5.8.2 The CONTRACTOR shall make immediate, temporary repairs to damages that cause a safety hazard. Permanent repairs of such damages shall be made within 72 hours of when the damage occurred, or later if requested in writing to the Commissioner of Public Works, and approved in writing by the Commissioner.
- 5.8.3 Upon the completion of each repair, the CONTRACTOR shall have the property owner sign a release of liability for damages. The CONTRACTOR shall submit this release to the Commissioner of Public Works. If the CONTRACTOR cannot obtain a signed release from the property owner, the CONTRACTOR shall provide proof, acceptable to the Commissioner of Public Works or designee, that the damages have been repaired. The release, or proof of repair, must be provided by the times indicated in the above sections.
- 5.8.4.1 If repairs are not completed in a satisfactory and timely manner, the City may cause the repairs to be made and deduct the cost of the repairs from the contract retainage.
- 5.8.4.2 The City will hold retainage until May 15 of each year. Damage claims that are not settled within the time frames outlined above will cause the City to take action against the contract security, or deduct from other payments due the CONTRACTOR, including the contract retainage.

6. Rights of the City

- 6.1 In the event of breach of contract, the City reserves the right to immediately terminate the contract in whole or in part. The City will give written notice of such termination. Termination of the contract may result in substantial penalties, forfeiture of performance bonds, ineligibility to receive future contracts, or default proceedings.
- 6.2 The contract may be terminated, upon the recommendation of the Commissioner of Public Works, when he, or his authorized representative, has determined that the CONTRACTOR has:
- 6.2.1 Abandoned the work to be performed under this contract;

- 6.2.2 Assigned this contract to another without City consent;
- 6.2.3 Unnecessarily, or unreasonably, delayed any of the work to be performed under this contract;
- 6.2.4 Failed to furnish sufficient, properly skilled workmen, or sufficient vehicles or equipment to perform the work;
- 6.2.5 Disregarded the instructions of the Commissioner of Public Works, a City Snow Inspector, or other City official;
- 6.2.6 Failed to perform properly on any route, as determined by a City Snow Inspector;
- 6.2.7 Substantially violated a requirement of the contract.
- 6.3 All services provided under this contract are under the direction and supervision of the Commissioner of Public Works and his designees. The CONTRACTOR shall only be paid for services authorized by, and performed to the satisfaction of, the Commissioner of Public Works.
- 6.4 In the event an operator, vehicle, or piece of equipment employed or used by the CONTRACTOR fails to meet the approval of the Commissioner of Public Works, he, or his designee, shall order such person, vehicle, or piece of equipment to be removed from the job site. The CONTRACTOR shall furnish an appropriate replacement within sixty (60) minutes.
- 6.5 CONTRACTOR employees who are ordered off the job site may not perform any further work under the contract unless the Commissioner of Public Works authorizes him/her to return.
- 6.6 The decision of the Commissioner of Public Works as to the suitability of CONTRACTOR equipment and employees is final.
- 6.7 The decision as to when to call for snowplowing to begin rests entirely with the City. The Commissioner of Public Works shall determine, on a case-by-case basis for each snow fall event, when conditions warrant a snow plow operation by the CONTRACTOR.
- 6.8 If the City determines while handling a minor snowfall that augmentation is necessary from CONTRACTOR to clear what is deemed by the Commissioner of Public Works to be small amounts of snow and ice the hourly rate (Appendix C) will apply unless a full scale plowing operation is called.

7. Responsibilities of the City:

The City shall:

- 7.1 Inspect vehicles in a timely manner, at times mutually agreed upon;
- 7.2 Provide as much advance notification as possible when calling for a snowplowing operation. In general, the City will try to give approximately two (2) hours notice, unless there is need for immediate plowing due to severe conditions;
- 7.3 Provide properly trained City Snow Inspectors to meet with the CONTRACTOR's Supervisor(s) at the commencement, during, and completion of each run; and who are to perform the sign off for each snowplowing event. The City will provide City Snow Inspectors as soon as possible to check completed routes and to release the CONTRACTOR's operators, vehicles and equipment as early as possible;

- 7.4 Maintain a switchboard at all times during snowplowing operations. Maintain a log of all calls between CONTROL CENTER and the CONTRACTOR (and his Supervisors). CONTROL CENTER will place calls for service, coordinate City Snow Inspectors, and perform other tasks to promote smooth snowplowing operations as quickly as possible; (All contact numbers for both the City and the Contractor will be exchanged at a pre-season coordination meeting between the City and the CONTRACTOR on or about Oct. 15).
- 7.5 Make payments within 45 days of receipt of a proper invoice. If there is a dispute about the amount owed, the City will approve payment of the amount not in dispute within 45 days and withhold any disputed amount until resolution of the dispute. However, the City will retain the final payment until all contract provisions have been met.
- 7.6 Return performance securities within 30 days of contract completion.
- 7.7 Distribute Plowing Performance Report forms (Appendix B) to City Snow Inspectors. These forms will be utilized by the City Snow Inspectors to track plowing performances by the CONTRACTOR.
- 7.7.1 The City Snow Inspector, upon approval by the Commissioner of Public Works or his designee, will sign-off on the Plowing Performance Report and issue a copy to the CONTRACTOR for his records after each plowing event.
- 7.7.2 In the event that the CONTRACTOR completes the contracted Schedule prior to City forces, as determined by the City, with a "Superior Rating" as approved by the Commissioner of Public Works (so noted on Appendix B-Plowing Performance Report) for 3 successive and approved plowing events, the City agrees to an additional payments of \$500.00 per route. A payment under this paragraph constitutes payment for qualifying events. Events included are not recounted in successive evaluations.

8. Equipment Specifications

- 8.1 The equipment furnished under this contract must meet all contract specifications and fully comply with all applicable laws and regulations of the Commonwealth of Massachusetts.
- 8.2 All equipment must be in excellent condition, smooth running at operating levels, clean inside and out, and under the hood, with evidence of proper maintenance and inspection.
- 8.3 The City reserves the right to reject any equipment older than model year 1985. The City further reserves the right to reject any piece of equipment that does not pass the City's inspection and fully comply with these specifications.
- 8.4 The bid price shall include the cost of furnishing operators, insurance, sureties, repairs, ballast, chains, fuel, oil, lubricants, and all other costs related to the performance of the contract.
- 8.5.1 The following types of vehicles and equipment may be used to perform snowplowing operations. Any other types of equipment proposed for use under this contract must be approved by the Commissioner of Public Works: It is expected that at a minimum, 1.5 pieces of equipment per route on average will execute the plowing of each route in this contract;
- 8.5.1 3/4 ton, 4 X 4 pickups, with a 7-1/2' blade (for dead ends and augmentation only);
- 8.5.2 6 wheel construction trucks with a 4.6 cy dump body and minimum 9' blade;
- 8.5.3 10 wheel trucks with 6-8 cy dump body and minimum 10' blade;
- 8.5.4 2 ½ yd loader with 10' plow;

- 8.5.5 4 wheel drive backhoe with plow.
- 8.5.6 Each vehicle and piece of equipment will have one set of tire chains;
- 8.5.7 Each vehicle and piece of equipment will have a rotating light, with an amber lens, visible for 360 degrees;
- 8.5.8 Each vehicle and piece of equipment will have appropriate ballast, supplied by the CONTRACTOR, to ensure safe and proper operation according to the conditions of each snow fall;
- 8.5.9 Each vehicle and piece of equipment with a plow must have an automatic tripping device to protect manholes and other protrusions above the surface of the pavement;
- 8.5.10 The electrical and mechanical systems of each vehicle and piece of equipment shall be in good operating condition.

9. Snowplowing Specifications

- 9.1 The scope of work is comprised of six plow routes.
- 9.2. For augmentation of minor snowfall clearing (typically less than 2”) said equipment would be billed hourly per bid schedule Appendix C.
- 9.3 Appendix A contains route maps and plow sequences listing the order in which the routes shall be plowed. This sequence of plowing must be adhered to unless the CONTRACTOR submits a written request to the Commissioner of Public Works to change the plow sequence. The Commissioner of Public Works will notify the CONTRACTOR in writing if his request is approved or denied. The request shall be granted, or denied, by a return letter to the CONTRACTOR. The plowing sequence must be followed since City Snow Inspectors will monitor the CONTRACTOR's progress by these sequences.
- 9.4 The CONTRACTOR shall plow snow from curb to curb, or edge of street to edge of street, leaving no windrows in intersections.
- 9.5 The CONTRACTOR shall plow all City streets, roads, and avenues, including private ways, within the routes listed, and shown on the maps, in Appendix A.
- 9.6 The CONTRACTOR shall be legally and financially responsible for plowing conducted on unapproved streets, lots and drives not specifically identified in this contract:
 - 9.6.1 Any street, which has been specifically deleted from the description sheets and route maps in Appendix A;
 - 9.6.2 Any City street outside the plowing schedule;
 - 9.6.3 Any City parking lot, unless noted in Appendix A;
 - 9.6.4 Any school drives, unless noted on the Schedule and maps.
- 9.7 Plowing Requirements.
 - 9.7.1 The CONTRACTOR shall plow streets from the centerline to each curb, or to the edges of pavement.
 - 9.7.2 Snow from intersections must be plowed parallel to the curb so that no snow remains in the intersection. Intersections must be curved and snow deposited on tangent sections beyond curve radii.
 - 9.7.3 Do not turn around in private driveways.
 - 9.7.4 Plow at a speed which is sufficient to move snow, but not excessive. Avoid, to the maximum extent possible, depositing snow onto sidewalks

- 9.7.5 Plow with a loose hoisting chain so plows ride on casters.
- 9.7.6 Plow all streets the full width of pavement leaving bare pavement prior to sanding/salting operations.
- 9.7.7 To the maximum extent possible, avoid depositing plowed snow in front of, or in, driveways and onto sidewalks, or on street corners. These areas should not have more snow than the rest of the street edge.
- 9.8 Report to City Snow Inspector.
- 9.8.1 If you cannot start plowing at appointed time;
- 9.8.2 If equipment breaks down while plowing;
- 9.8.3 If any street cannot be plowed and the reason why;
- 9.8.4 If any damage is done to other vehicles or property;
- 9.8.5 Supervisor will advise City Inspector as to sequential progress on clearing operation as follows:
- A. Start of route
 - B. One pass completed on route
 - C. Route pushed back
 - D. Completion.
- 9.9 Special Plowing
- 9.9.1 One Way Streets.
- One-way streets shall be plowed to each curb. That is, the operator shall plow the left side of the centerline of the street to the left side and plow the right side of the centerline to the right side, and at no time shall the contractor's operator plow a one-way street the wrong way against traffic pattern without the express permission of the Commissioner of Public Works.
- 9.9.2 Dead End Streets.
- The CONTRACTOR shall not push snow into the end of a dead end street. Near the end of a dead end, operators shall pick up the plow blade, proceed to the end of the street, drop the blade and pull snow back from the end of the street far enough so that the CONTRACTOR can turn around and push snow out from the dead end and deposit it along the curb line or tree lawn.
- 9.9.3 Blocked Streets.
- If a street is blocked, the CONTRACTOR shall make every attempt to bypass the blockage. If unable to bypass the blockage, the CONTRACTOR shall immediately inform the City Snow Inspector, or the Control Center, of the blockage. The CONTRACTOR will plow the street as soon as the blockage is removed.
- 9.9.4 Intersections.
- The CONTRACTOR shall ensure that intersections and curb radii are properly cleared, with no residual snow left in the intersections.
- 9.9.5 Intersection Corners. Snow left at intersection corners is to be no more than normal residual on the side of the road.
- 9.9.6 Snow Pack. It is not acceptable to leave snow pack of any depth along city streets after the passing of a CONTRACTOR plow.
- 9.10 If a City Snow Inspector cannot be reached, CONTRACTOR must inform CONTROL CENTER and get calls logged in.

10. General Conditions

- 10.1 Certificates of Insurance covering Workman's Compensation must be submitted, covering the dates of the contract. Workmen's Compensation is required for all lessors of two, or more, pieces of equipment.
- 10.2 The CONTRACTOR shall defend, indemnify and hold harmless the City, its agents and employees from and against all claims, damages, loss and expenses, including attorney's fees, rising out of, or resulting from, the performance of the work called for under this contract, provided that any such claim, damage, loss or expense: (1) Is attributable to bodily injury, sickness, disease, death, or any injury to, or destruction of, tangible property, including the loss of use resulting therefrom, and; (2) Is caused, in whole or in part, by any act or omission of the CONTRACTOR, anyone directly or indirectly employed by the CONTRACTOR, or anyone for whose acts the CONTRACTOR may be liable, regardless of whether or not it is caused in part by the partly indemnified hereunder.
- 10.3 Certificates of Insurance must be submitted showing coverage for the contract period as follows:

Automobile Liability All vehicles must be listed, by description and Massachusetts registration number, on the insurance certificate(s). Insurance must include coverage for hired, or borrowed, vehicles and non-ownership liability.

Bodily Injury	\$500,000 per person \$500,000 per accident
Property Damage	\$100,000 per accident
General Liability	\$500,000 per occurrence \$500,000 in the aggregate

The City of Newton shall be named as additional insured in the automobile and general liability policies.
--

- 10.4 The CONTRACTOR shall, upon the award of this contract and the exercise of any renewal option, provide a Performance bond in the amount of 100% of the total annual bid price.

11. Liquidated Damages

- 11.1 The CONTRACTOR agrees that the City has the right to retain all, or a portion of, moneys owed the CONTRACTOR as liquidated damages for the CONTRACTOR's failure to comply with the requirements in this contract; specifically, failure to plow as required and failure to repair damages.
- 11.2 Damages will be imposed by the Commissioner of Public Works and will be commensurate with the severity and frequency of the failure to perform as required by the contract, and other pertinent circumstances.
- 11.3 The CONTRACTOR will be notified in writing of any damages imposed by the Commissioner of Public Works.
- 11.4 The following is a schedule of liquidated damages for failure to perform. The list is not all-inclusive, nor does it waive any other rights of the City in the event the CONTRACTOR fails to perform.
- 11.4.1 Failure to Start on Time: Damages of \$150 per hour per route (fractional hours prorated to the greater hour);
- 11.4.2 Missing a Route (greater than six hours late from start time): Damages of \$1,500 per route;

- 11.4.3 11.4.3 Failure to Complete Plowing Operations on time (eight hours after the last snow falls in a storm, or two hours after the city forces complete their routes, whichever is greater): Damages of \$150 per hour per route;
- 11.4.4 Failure to report to the assigned City Snow Inspector or CONTROL CENTER at the beginning of the plowing operation: \$150 per route:
- 11.4.5 Plowing not to standard as prescribed on the Plowing Performance Report and as prescribed within the plowing 500 per route.

COMPLETION TIME SCHEDULE

In order to efficiently and expeditiously complete the clearing of snow and ice from city streets, it is necessary to establish a completion schedule. It is understood that weather conditions, particularly in winter, are difficult to predict, and that each storm has a number of variables; e.g. depth, length of snowfall, falling or rising temperatures, time of day or night, early, mid or late winter, and traffic impact. Nonetheless, some guidelines are necessary. Therefore, it is expected that, in most instances, the contractor will complete all routes within one hour of the average completion time of city forces.

END OF SECTION

**City of Newton
Department of Public Works
Price Quote Form**

The undersigned hereby agrees to furnish services to fully meet all terms, conditions, and specifications contained in this Quote for Snow Plowing Services.

Schedule A – Year One (2008-2009)

Quote for Plowing Routes – 46,48,49,50,51,52, North St.- Craft St to Waltham St, California-Entire Length, Lowell Ave-Walnut St to Washington St., Adam St.-Washington St to California St., Pearl St.-Centre St. to Watertown St.)

Item	Unit	Total
1. Snow Plowing for storms 0"-2"	0.5 ea.	\$ _____
PER STORM(\$ _____)		
2. Snow Plowing for storms 2.1"- 4"	3 ea.	\$ _____
PER STORM(\$ _____)		
3. Snow Plowing for storms 4.1"- 7"	3 ea.	\$ _____
PER STORM(\$ _____)		
4. Snow Plowing for storms 7. 1"- 10"	1 ea.	\$ _____
PER STORM (\$ _____)		
5. Snow Plowing for storms 10.1"-14"	1 ea.	\$ _____
PER STORM (\$ _____)		
6. Snow Plowing for storms 14.1"-18"	0.5 ea.	\$ _____
PER STORM (\$ _____)		
7. Snow Plowing for storms in excess of 18" - cost per inch	1 ea.	\$ _____
PER STORM (\$ _____)		
8. Plowing callback for limited clean up.	3 ea.	\$ _____
PER STORM (\$ _____)		
1st Annual Total \$		_____

COMPANY: _____

Quote Form

Schedule A – Year Two (2009-2010)

Quote for Plowing Routes – 46,48,49,50,51,52, North St.- Craft St to Waltham St, California-Entire Length, Lowell Ave-Walnut St to Washington St., Adam St.-Washington St to California St., Pearl St.-Centre St. to Watertown St.)

Item	Unit	Total
1. Snow Plowing for storms 0"-2"	0.5 ea.	\$ _____
PER STORM(\$ _____)		
2. Snow Plowing for storms 2.1"- 4"	3 ea.	\$ _____
PER STORM(\$ _____)		
3. Snow Plowing for storms 4.1"- 7"	3 ea.	\$ _____
PER STORM(\$ _____)		
4. Snow Plowing for storms 7. 1"- 10"	1 ea.	\$ _____
PER STORM (\$ _____)		
6. Snow Plowing for storms 10.1"-14"	1 ea.	\$ _____
PER STORM (\$ _____)		
6. Snow Plowing for storms 14.1"-18"	0.5 ea.	\$ _____
PER STORM (\$ _____)		
8. Snow Plowing for storms in excess of 18" - cost per inch	1 ea.	\$ _____
PER STORM (\$ _____)		
8. Plowing callback for limited clean up.	3 ea.	\$ _____
PER STORM (\$ _____)		
		2 nd Annual Total\$ _____

COMPANY: _____

Quote Form
Schedule A – Year Three (2010-2011)

Quote for Plowing Routes – 46,48,49,50,51,52, North St.- Craft St to Waltham St, California-Entire Length, Lowell Ave-Walnut St to Washington St., Adam St.-Washington St to California St., Pearl St.- Centre St. to Watertown St.)

Item	Unit	Total
1. Snow Plowing for storms 0"-2"	0.5 ea.	\$ _____
PER STORM(\$ _____)		
2. Snow Plowing for storms 2.1"- 4"	3 ea.	\$ _____
PER STORM(\$ _____)		
3. Snow Plowing for storms 4.1"- 7"	3 ea.	\$ _____
PER STORM(\$ _____)		
4. Snow Plowing for storms 7. 1"- 10"	1 ea.	\$ _____
PER STORM (\$ _____)		
7. Snow Plowing for storms 10.1"-14"	1 ea.	\$ _____
PER STORM (\$ _____)		
6. Snow Plowing for storms 14.1"-18"	0.5 ea.	\$ _____
PER STORM (\$ _____)		
9. Snow Plowing for storms in excess of 18" - cost per inch	1 ea.	\$ _____
PER STORM (\$ _____)		
8. Plowing callback for limited clean up.	3 ea.	\$ _____
PER STORM (\$ _____)		

3rd Annual Total \$ _____

Proposers must place totals from years 1, 2 & 3 in section "C" of the Quote Form

COMPANY: _____

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____

2. WHEN ORGANIZED: _____

3. INCORPORATED? ____ YES ____ NO DATE AND STATE OF INCORPORATION: _____

* 4. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

* 5. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?

____ YES ____ NO

IF YES, WHERE AND WHY?

* 6. HAVE YOU EVER DEFAULTED ON A CONTRACT? ____ YES ____ NO

IF YES, PROVIDE DETAILS.

* 7. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

* 8. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHOULD BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____

OWNER: _____

CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

9. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

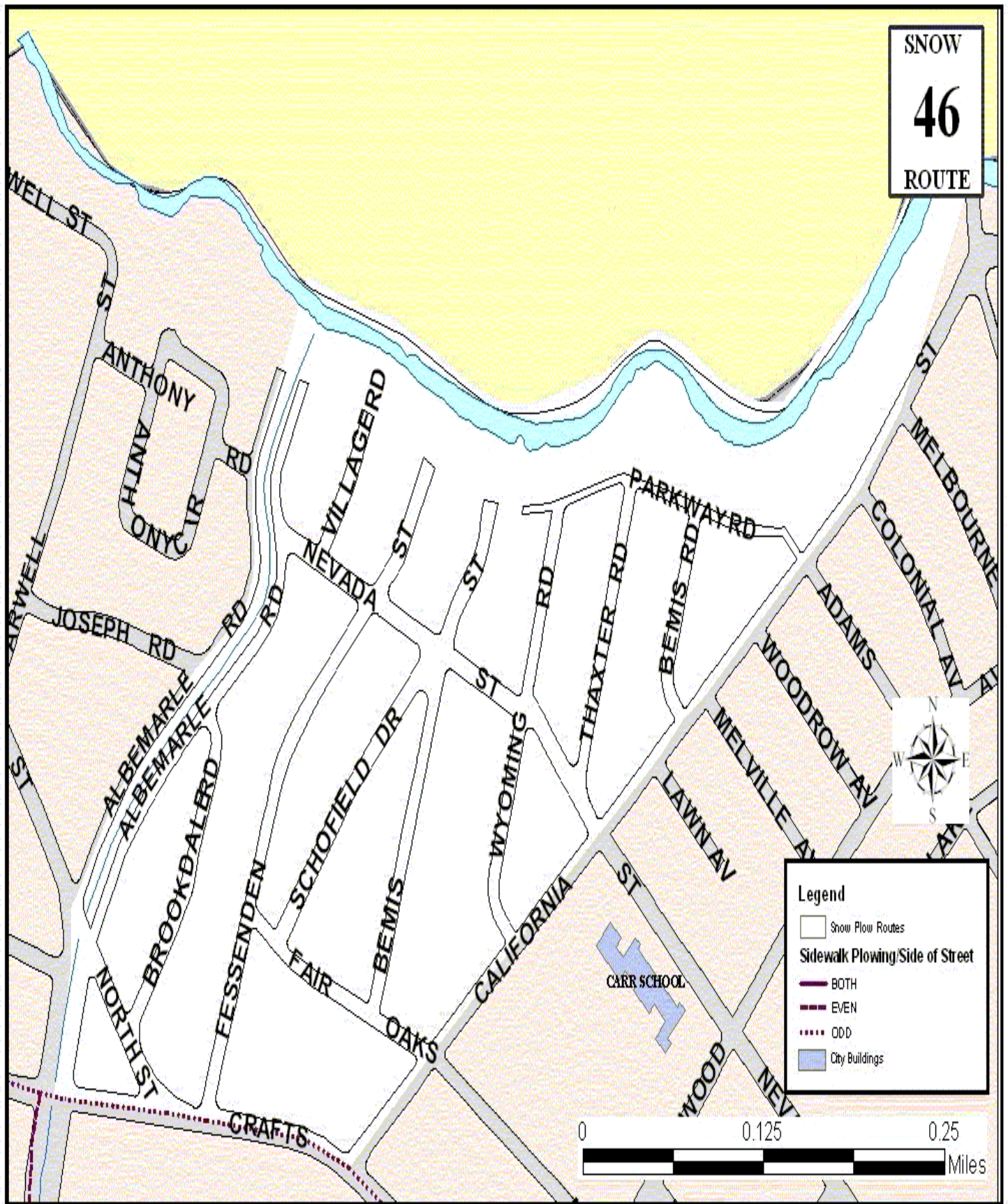
Appendix A

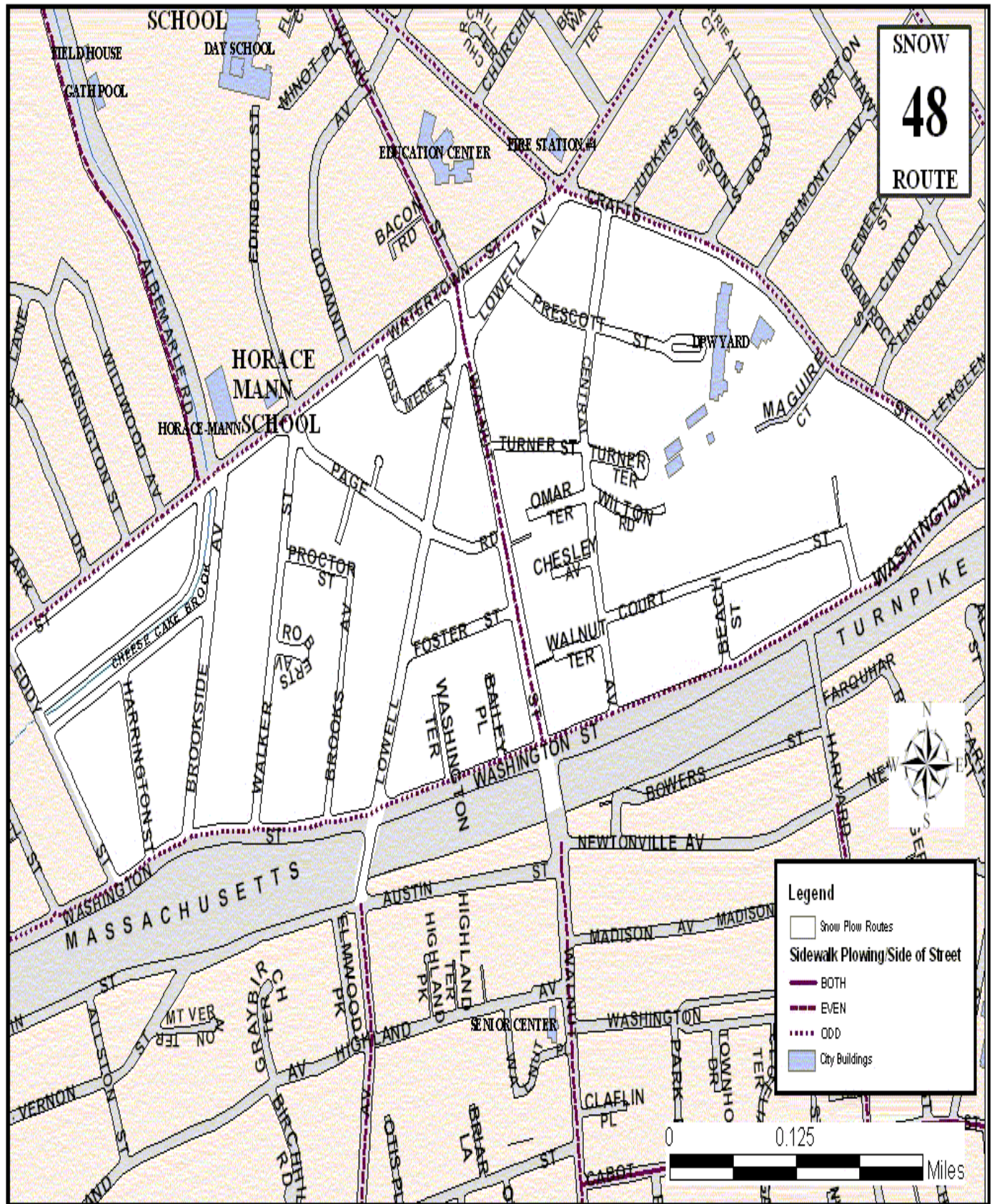
Route Maps and Streets

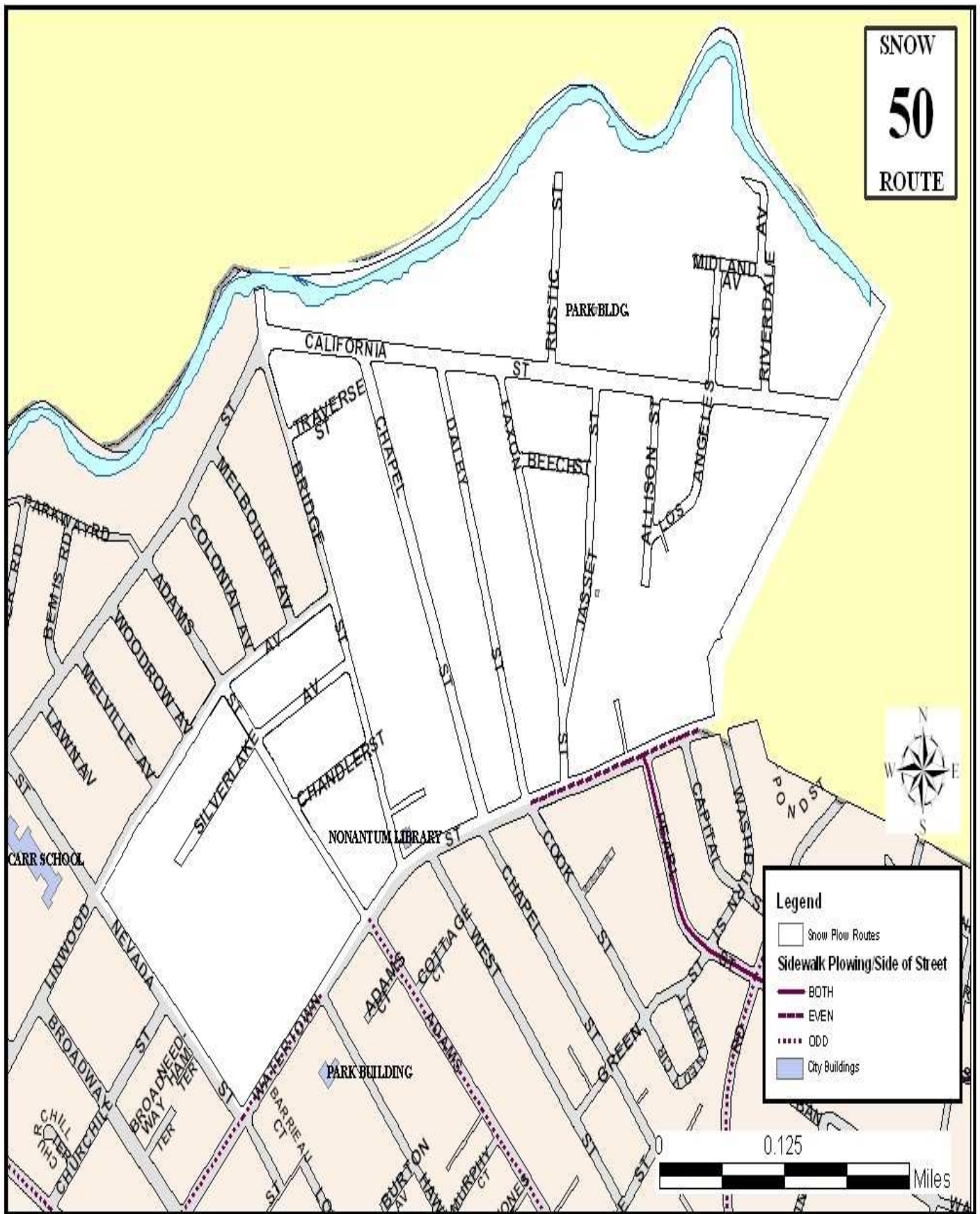
Routes 46, 48, 49, 50, 51 and 52

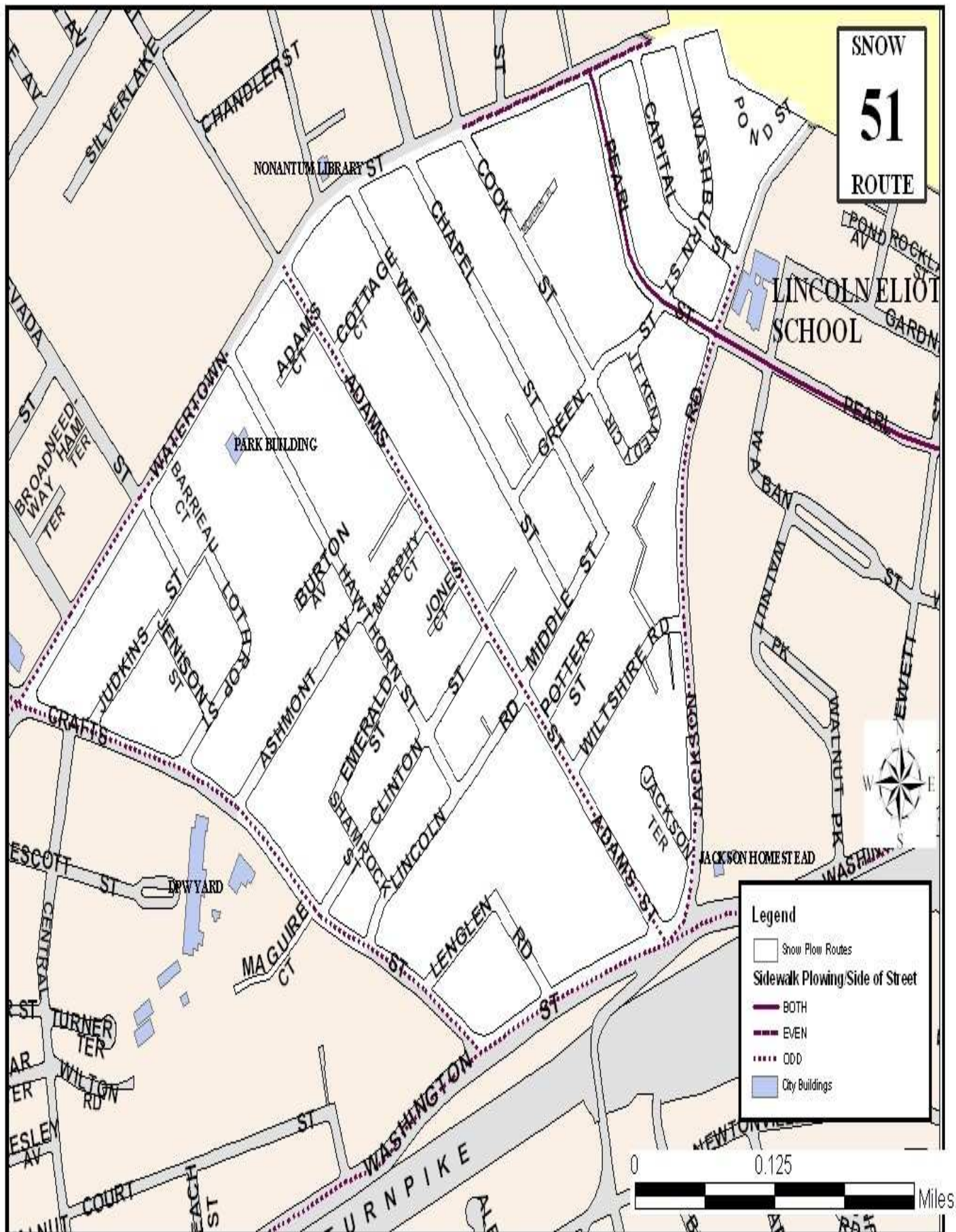
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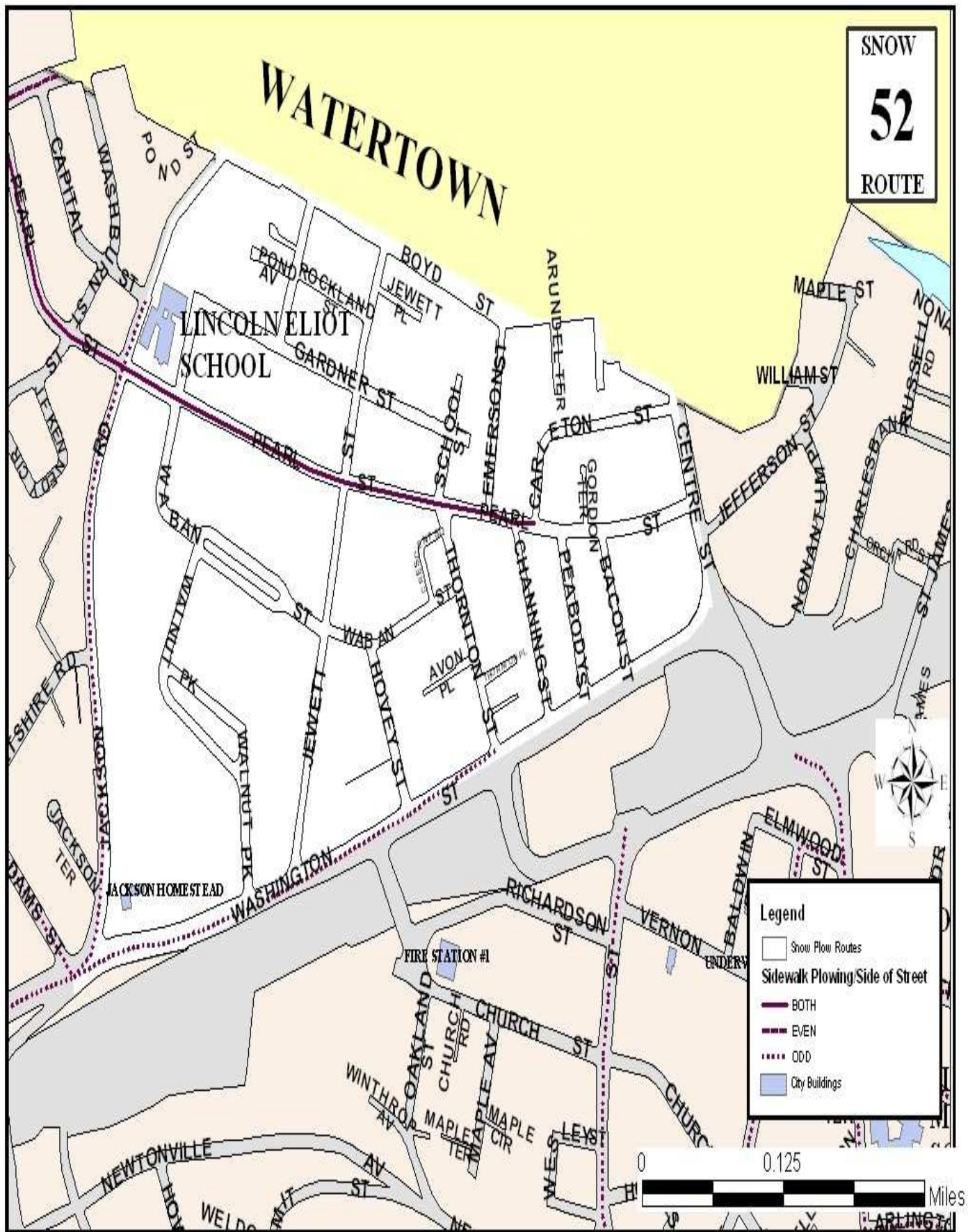
Plow order for each plow route.











Appendix A continued:

Plow order for each plow route.

Snow Rt 46

North St.
Albemarle Rd
Brookdale Rd
Nevada St.
Fessenden St.
Schofield Dr.
Fair Oaks Ave
Bemis St.
Village Rd
Wyoming Rd
Thaxter Rd.
Bemis Rd.
Parkway Rd.

Snow Rt. 47

Eliot Ave Rear
Fessenden Ln
Waltham St.
Albemarle Rd.
Wildwood Ave
Kensington St.
Fairway Dr.
Warwick Rd.
Bunker La
Randlett Pk.
Eliot Ave
Colman St.
Holden Rd.
Wedgewood Rd
Orchard Ave West
Vincent St.
Adella Ave
Furbush Ave
Davis Ave
Eden Ave
Stoneleigh Rd
Davis Ct.
Dunstan St.
Kempton Pl.
Armory St.
Gerard Ct.
Cross St.
Wiswall St.
Parsons St.

Snow Rt. 48

Lowell Ave
Central Ave
Bailey Pl
Washington Ter.
Eddy St.
Albemarle Rd.
Harrington St.
Brookside Ave
Walker St.
Roberts Ave
Proctor St.
Brooks Ave
Page Rd.
Edinboro Pl.
Edinboro Circle
Rossmere St.
Foster St.
Prescott St.
Turner St.
Turner Ter
Omar Ter
Wilton Rd
Chesley Ave
Walnut Ter
Court St.
Beach St.

Snow Rt. 49

Linwood Ave
Edinboro St.
Edinboro Ter.
Minot Pl.
Florence Ct.
Bacon Rd
Churchill St.
Churchill Ter
Broadway
Nevada St.
Fair Oaks Ave
Lawn Ave
Melville Ave
Woodrow Ave
Adams St.
Colonial Ave
Melbourne Ave
Needham Ter.

Snow Rt. 50

Bridge St.
Chapel St.
Adams St.
Riverdale Ave
Los Angeles St.
Allison St.
Rustic St.
Faxon St.
Jasset St.
Beech St.
Dalby St.
Traverse St.
Silver Lake Ave
Chandler St.

Snow Rt. 51

Potter St.
Adams St.
Pearl St
Pond St.
Washburn St.
Capital St.
Green St.
Green Ct.
Kennedy Circle
Cook St.
Morgan Pl.
Chapel St.
Middle St.
West St.
Wiltshire Rd.
Wiltshire Ct
Adams Ter
Jones Ct
Murphy Ct.
Quirk Ct.
Cottage Ct.
Adams Ct.
Hawthorn St.
Burton Ave
Lincoln Rd.

Snow Rt. 51**Continued**

Clinton St.
Shamrock St.
Emerald St.
Maguire Ct.
Lenglen Rd.
Ashmont Ave
Judkins St.
Jenison St.
Lothrop St.
Nevada St.
Barrieau Ct.
Judkins Path

Snow Rt 52

Pearl St.
Jackson Rd
Jackson Ter
Gardner St.
School St.
Jewett St.
Jewett Pl.
Rockland St.
Fayette St.
Pond Ave
Fayette Pl
Boyd St.
Arundel Ter.
Bigelow Ter.
Emerson St.
Gordon Ter
Carleton St.
Bacon St.
Peabody St.
Channing St.
Thornton St.
Thornton Pl
Avon Pl
Crescent Sq.
Hovey St.
Waban St.
Waban Pk.
Walnut Pk.

END OF SECTION

Appendix B

Plowing Performance Report

Call out date and time: _____ Contractor(s) show time: _____

Release date and time: _____ Contractor: _____

Official Snowfall: _____

Contractor Supervisor: _____ City Snow Inspector: _____

Nextel/Phone Number: _____

Equipment Assignment Record

Route Equipment type assigned

_____	_____
_____	_____
_____	_____
_____	_____

ADD ADDITIONAL SHEETS AS NEEDED.

Route Report Checklist

City Snow inspector to check each item as an indicator of plowing performance.

Item	Superior	Above Average	Standard	Below Standard
Reporting w/in 2 hrs				
Contracted # of supv. Present				
Vehicles prepared to plow				
First pass				
Pushed Back				
One Way streets				
Dead Ends				
Blocked streets				
Intersections				

Final approval and decision as to the acceptance of CONTRACTOR(S) performance shall rest with the Commissioner of Public Works or his designee.

Released by: _____ Date/Time: _____
City Snow Inspector

Appendix C

Bid for Hourly Plowing Services

The bidder will submit the total hourly costs for plowing services for each vehicle, regardless of size, plowing snow/ice less than 2". This service will be considered augmenting the city plowing operation. In the event that the Commissioner of Public Works or his designee determines that the plowing operation should be a normal storm event, the plow rate will be based on the bid submitted in Appendix A.

Bid for plowing all routes less than 2" during the period through June 30, 2009 (year 1)

\$_____ hourly rate per vehicle

Bid for plowing all routes during the period July 1, 2009 through June 30, 2010 (year 2)

\$_____ hourly rate per vehicle

Bid for plowing all routes during the period July 1, 2010 through June 30, 2011 (year 3)

\$_____ hourly rate per vehicle

COMPANY: _____

END OF SECTION

Attachment B

CITY OF NEWTON

Contractors Certification

A Contractor will not be eligible for award of a contract, unless such contractor has submitted the following certification, which is deemed a part of the resulting contract.

CONTRACTOR'S CERTIFICATION

Contractor's Name Certifies that:

it tends to use the following listed construction trades in the work under the contract

_____ and

2. will comply with the minority manpower ration and specific affirmative action steps contained herein; and
3. will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions

(Signature of authorized representative of Contractor)

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from Time to Time. Any complaints within the purview shall be forwarded immediately to the contracting agency, and a copy shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor, and a copy shall be sent to the Human Rights Commission.

Attachment C

CITY OF NEWTON

Subcontractors Certification

Prior to the award of any subcontract , regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor the following certification, which will be deemed a part of the resulting subcontractor.

SUBCONTRACTOR`S CERTIFICATION

Contractor's Name Certifies that:

it tends to use the following listed construction trades in the work under the contract

_____ and

will comply with the minority manpower ration and specific affirmative action steps contained herein; and

will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

(Signature of authorized representative of Contractor)

In order to ensure that the said subcontractor's certification becomes part of all subcontracts under the prime contract, no subcontract shall be executed until an authorizee representative of the Administrative Agency administering this project has determined in writing, that the said certification has been incorporated in such subcontract, regardless of tier, Any subcontract executed without such written approval shall be void.

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from Time to Time. Any complaints within the purview shall be forwarded immediately to the contracting agency, and a copy shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor, and a copy shall be sent to the Human Rights Commission.

END OF SECTION